

3-0765

A G R E E M E N T

BETWEEN

HOUSING AUTHORITY OF THE CITY OF CAMDEN

AND

LOCAL 2305A, COUNCIL 71, AFSCME AFL-CIO

PREAMBLE

This Agreement entered into by the Housing Authority of the City of Camden, hereinafter referred to as the "Employer", and Local 2305-A, Council 71, AFSCME, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be January 1, 1983 to December 31, 1985.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix A, attached hereto, and by reference made a part of this Agreement; and for such additional classifications as the parties may later agree to include. Specifically excluded from this Agreement are all positions classified by the Public Employment Relations Commission as: supervisors, office clerical, confidential employees, managerial executives and guards.

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ARTICLE II

CHECK OFF

- SECTION 1. The Authority agrees to deduct monthly union membership dues from the pay of those employees who individually request, in writing, that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the office of Council 71, together with a list of the names of all employees for whom the deductions were made, by the tenth (10th) day of the succeeding month after such deductions were made.
- SECTION 2. The Employer agrees to deduct dues or assessments of chapter plans or for employee benefits upon written request from the employee. If within fifteen (15) working days after the presentation of the request, deductions have not been made, the employee shall be responsible for notifying the finance department of the Housing Authority of the City of Camden, so that they can follow up the request from its initiation. The department head, or his agent, shall inform said employee as to when deductions should begin.
- SECTION 3. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.
- SECTION 4. The effective date of a termination of dues deduction to the majority representative shall be as of the July 1 next succeeding the date on which the notice of withdrawal is filed with the Employer.
- SECTION 5 Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days or re-entry into employment within the Unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union

may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the Unit, provided, that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis, or who are reappointed from year to year, shall be considered to be in continuous employment.

SECTION 6. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but, shall cooperate with the Union in defending this provision.

ARTICLE III WORK SCHEDULES

SECTION 1. The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

SECTION 2. Neither the regular starting time of work shifts, nor the work shift, will be changed without reasonable notice to the affected employees, and without first having discussed such changes and needs for same with the representatives of the Union.

SECTION 3. Where more than one work shift per day within a given classification is in effect, employees with such classifications will be given preference of shift in accordance with their seniority. Such preference will be exercised only when vacancies occur, or when for other reasons, changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

SECTION 4. The regular scheduled work week for Home Service Employees shall consist of five (5) consecutive days, Monday through Friday, inclusive; 8:30 A.M. to 4:30 P.M., with one (1) hour for lunch; starting in the calendar year 1985. For calendar year 1984, the present work week shall remain, which is thirty (30) hours per week.

ARTICLE IV
OVERTIME

SECTION 1. Overtime refers to any time worked beyond the regular hours of duty, and is granted only when the employee is properly authorized to work by his/her supervisor.

SECTION 2. Time and one-half ($1\frac{1}{2}$) the employee's regular rate of pay shall be paid for work under the following conditions:

- a) All work performed in excess of eight (8) hours in any one day.
- b) All work performed in excess of forty (40) hours in any one week.
- c) All work performed on Saturday.

SECTION 3. Double time the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- a) All work performed on Sunday.
- b) All Holidays, in addition to Holiday's pay
- c) In no event will employees be paid less than double time for having worked consecutively in excess of sixteen (16) hours.

SECTION 4. Overtime work will be distributed as equally as possible among employees within the same classification where shift and ability are equal.

SECTION 5. Overtime shall be paid currently, or at least no later than the second (2nd) pay period, after the overtime is performed.

SECTION 6. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

ARTICLE V
CALL IN TIME

- SECTION 1. Any employee who is requested and returns to work during period other than his regularly scheduled shift shall be paid time and one-half ($1\frac{1}{2}$) for such work, and be guaranteed not less than two (2) hours pay, regardless of the number of hours actually worked.
- SECTION 2. Any hours worked on a subsequent call-in on the same day beyond the initial two hour guaranteed period, will be compensated at time and one-half ($1\frac{1}{2}$) for the hours actually worked.
- SECTION 3. If the employee's call-in time work assignment and his regular shift overlap, he shall be paid time and one-half ($1\frac{1}{2}$) for that period worked prior to the regular shift. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

ARTICLE VI
INSURANCE, HEALTH AND WELFARE

- SECTION 1. a) There shall be no change in the City of Camden's Health Benefit Program maintained and paid by the Employer on behalf of the Employees and their families, except in a case of a new Plan that has equivalent or better coverage.
- b) New employees will become covered on the first of the month, following the date that they complete two months of continuous service with the Employer.
- SECTION 2. It is further agreed between the Employer and the Union that the Employer shall pay or cause to be paid to the South Jersey Public Employees Health and Welfare Fund, the sum of \$104.00 per annum for each full-time employee who is a member of the Union, and for whom the Union is the bargaining agent for the purpose of this contract.
- SECTION 3. The Employer agrees to provide full coverage for all employees and make provisions that an employee will not be dropped from the coverage; after major illness or disability, during the term of major illness or disability.

SECTION 4. The employer agrees to provide Medical and Surgical full-insurance coverage for employees after retirement of the employees.

ARTICLE VII
RATES OF PAY

- SECTION 1. The regularly scheduled payroll shall extend from Saturday through Friday, for which the employee shall be paid weekly.
- SECTION 2. An employee who performs work in a higher paid classification than his own, shall be temporarily assigned and certified for payment for such work immediately. Employees shall not be compelled to work out of classification, without monetary compensation.
- SECTION 3. An employee shall be paid the rate of pay for his/her own classification when performing work of a lower paid classification.
- SECTION 4. When an employee is promoted or reclassified from one class or title to another, having a higher starting salary, then his/her salary shall be adjusted to the starting salary in the new class or title; and his/her salary shall not be lower.
- SECTION 5. When an employee is demoted, restored to former position, or reclassified from one class or title to another, having a lower starting and maximum salary, which he/she previously held, then his/her salary shall be adjusted to maximum salary of the lower class, or title, provided the employee has been employed by the Authority for one and one-half (1½) years.
- SECTION 6. The present increment system for maintenance employees is abolished. Employees on the payroll as of December 31, 1982 shall be raised from their current salary to the maximum salary for their class or title. Employees hired after December 31, 1982, shall be granted an automatic raise to the maximum salary for their class or title, after having served one and one-half (1½) years in that class of title.

SECTION 7.

- a) For the year 1983, each maintenance employee shall receive a salary increase of seven (7) percent, retroactive to January 1, 1983, on the base salary scale; and an additional increase of six (6) percent retroactive to January 1, 1984; and an additional increase of six (6) percent beginning January 1, 1985, for all titles covered by this Agreement.
- b) For the year 1983, each Home Service Employee shall receive a lump sum, one-time payment, of Eight Hundred (\$800.00) Dollars. The lump sum payment shall be built into the base for 1984, which shall become the starting salary for their class or title.

A starting and maximum salary shall be established for Home Service Employees, as of January 1, 1984. Employees on the payroll as of December 31, 1983, shall be raised from their current salary to the maximum salary for their class or title. Employees hired after December 31, 1983, shall be granted a raise to the maximum salary for their class or title, after having served one and one-half (1½) years in that class or title.

The starting and maximum salary as of January 1, 1984, shall be as follows:

<u>TITLE</u>	<u>STARTING</u>	<u>MAXIMUM</u>
Home Aide	\$ 7,620	\$ 8,620
Sr. Home Aide	8,945	9,945

A salary increase of six (6) percent for 1985, for all Home Service titles covered by this Agreement; and they shall receive compensation for the additional five hours per week that they will be required to work.

The starting and maximum salary, as of January 1, 1985, shall be as follows:

<u>TITLE</u>	<u>STARTING</u>	<u>MAXIMUM</u>
Home Aide	\$ 9,413	\$10,651
Sr. Home Aide	11,062	12,300

ARTICLE VIII
FRINGE BENEFITS

- SECTION 1. All maintenance employees shall receive an appropriate set of tools.
- SECTION 2. All maintenance employees shall sign a form, stating that they have received an appropriate set of tools.
- SECTION 3. All maintenance employees, present and future, shall be provided with the following clothing, which will be replaced by the Employer as it wears out:
- a) Four pairs of trousers
 - b) Three winter shirts
 - c) Three summer shirts
 - d) One pair of steel-toe shoes

The Employer shall have the right to determine the most economical method of providing the above clothing. All maintenance employees shall cooperate with the Employer in order to have all present employees outfitted within three months of the signing of the Agreement by the Union and the Employer.

The laundering and/or cleaning of above clothing, and future clothing, shall be the responsibility of each maintenance employee.

- SECTION 4. All maintenance employees shall be required to report to work in the clothing provided under Section 3. Failure to do so could be just cause for disciplinary action by the Employer.

ARTICLE IX
SICK LEAVE WITH PAY

- SECTION 1. Employees in the Employer's service shall be entitled to the following sick leave of absence, with pay:
- a) One working day sick leave with pay for each month of service from the date of initial appointment up to and including December 31st next following such date of appointment, and fifteen (15) days of sick leave with

per for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount from such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay, if and when needed. Sick leave for purposes herein defined to mean absence from duty of an employee because of personal illness, by reason for which such employee is unable to perform the usual duties of his position; exposure to contagious disease; a short period of emergency attendance upon a member of his immediate family critically ill, and requiring the presence of such employee.

- b) If an employee is absent for three (3) consecutive working days, for any of the reasons set forth in the above rule, the Employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent should be stated on the Doctor's certificate.
- c) An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave herein above set forth, shall notify his immediate supervisor, by telephone or personal message, within one (1) hour after the beginning time of the employee's shift.
- d) Sick leave claimed by reason of quarantine or exposure to contagious disease, may be approved on the certificate of the local Department of Health, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.
- e) The total years of service after initial appointment of each such employee in the Employer's service, shall be considered in computing accumulated sick leave due and available.
- f) Once each year, on or before February 15th, the Employee shall be notified of the number of unused sick days and vacation days to his/her credit.

SECTION 2. Cash payment shall be made at fifty percent (50%) for unused sick leave upon retirement or death. Any sick time accumulated before January 1, 1979, shall be called unredeemable sick time. Such unredeemable sick time can be used but, not redeemed at cash value. Redeemable sick time must be used before unredeemable sick time.

ARTICLE X

LEAVE OF ABSENCE WITH PAY

SECTION 1. A leave of absence with pay, up to five (5) days, for travel purpose, or three (3) days local, shall be granted to an employee desiring such leave because of a death in the immediate family; subject to proof by the employee, satisfactory to the Employer.

- a) Mother or Father or Parental Guardian
- b) Mother-in-law or Father-in-law
- c) Spouse
- d) Brother or Sister
- e) Children of Employee
- f) Grandmother or Grandfather
- g) Step or Foster-Children
- h) Grandchildren
- i) Relatives residing in employee's household.

SECTION 2. A leave of absence with pay, for one (1) day, will be granted to employee for the purpose of attending funeral of a brother-in-law or sister-in-law.

SECTION 3. Two and one-half (2½) personal days to be granted employee for personal business, per year.

ARTICLE XI

SEVERANCE PAY

SECTION 1. Severance pay shall be paid to an employee who has been employed by the Authority and who has terminated his/her employment voluntarily because of retirement; or has passed away while in the employ of the Authority; or has his/her job abolished for purposes of economy and his/her employment terminated with the Authority. This sum is based on years of service and is payable

at the current pay rate at the time of termination, in accordance with the following schedule:

<u>At the completion of</u>	<u>but, prior to completion of</u>
Five years	Eleven years - 8 Days
Eleven years	Sixteen years - 10 Days
Sixteen years	Twenty years - 15 Days
Twenty years and over	- 20 Days

ARTICLE XII

UNION LEAVE

SECTION 1. The allowable number of union delegates who are elected or designated to attend a function of the Union's International or other subordinate body shall be permitted to attend such functions and shall be granted the necessary time off without loss of any time or pay, provided that the said time off is of reasonable duration as determined by the Executive Director, or his designee. The right of attendance, moreover, shall be governed by any conditions, restrictions or limitations contained in the International Constitution of the Union. The individual requesting said leave shall submit his/her request, in writing, to the Executive Director no later than five (5) days in advance of taking said leave. The Executive Director shall give written notice of approval, or rejection, of said leave to the requesting employee no less than three (3) days in advance of the time requested. Waiver of the time requirements for submission of requests may be granted at the discretion of the Executive Director should an emergency situation arise.

SECTION 2. Union leave shall not be deducted from annual leave time.

ARTICLE XIII

JURY DUTY

SECTION 1. Employees who are selected for jury duty, will receive their regular salary while serving in this capacity. Any reimbursement from such duty will be assigned back to the Employer.

ARTICLE XIV

LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. A permanent employee holding a position in the classified

service who is temporary, either mentally or physically incapacitated to perform his duties; or who desires to engage in a course of study such as will increase his usefulness on his return to service; or for any reason considered valid by the department head and the appointing authority, desires to secure leave from his regular duties may, with the approval of the department head and the Employer, be granted special leave of absence without pay, for a period not to exceed six (6) months; and with the approval of the department head and the Employer, may extend such leave for an additional period not exceeding six (6) months. Any employee seeking such special leave without pay, shall submit his request in writing, stating the reason why, in his opinion, request should be granted, the date when he desires to begin, the probable date of his return to duty.

SECTION 2. Any employee who is a member of the Union and is legally elevated to an official full-time position in the parent Union, shall be granted a leave of absence without pay, and without loss of seniority, to attend to his official duties, for a period not exceeding one (1) year, which period may be renewed in accordance with Civil Service Rules.

ARTICLE XV
MILITARY SERVICE

SECTION 1. Any employee who is a member of a reserve force of the United States, or this State, and who is ordered by the appropriate authorities to attend a training program, or perform duties under the supervision of the United States or this State, shall be granted a leave of absence without pay during the period of such activity.

SECTION 2. Any employee who enters into active service in the armed force of the United States while in the service of the Employer, shall be granted a leave of absence, without pay, for the period of military service.

SECTION 3. Employees returning from authorized leave of absence, as set forth herein, will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE XVI
WORKER'S COMPENSATION

- SECTION 1. When an employee is injured on duty, and is ruled to be eligible to receive Worker's Compensation, he/she is to receive his/her basic salary during the period of temporary disability only. All compensation checks received for the period of temporary disability from the Worker's Compensation carrier, shall be endorsed and returned, uncashed, to the Authority's Central Office.
- SECTION 2. An employee who is injured on the job and is sent to a hospital, or to a medical doctor, shall receive pay at the applicable hourly rate for the balance of that day. After sustaining a compensable injury which required additional medical treatment during his regularly working hours, an employee shall receive his regular hourly rate of pay for such time.
- SECTION 3. When an employee is injured on duty, the Employer shall be required to provide transportation to and from the medical facility designated by the Employer, provided, the shift has not ended. The means of transportation shall be within the discretion of the Employer.

ARTICLE XVII
SENIORITY

- SECTION 1. Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire, provided there is no break in service.
- SECTION 2. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer, nor, time prior unless allowed by Civil Service.
- SECTION 3. If, after following all Civil Service rules for determining seniority, questions arise concerning two (2) or more employees who were hired on the same date, the following shall apply: if hired prior to January 1, 1979, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employees' payroll records, first preference, etc.

For employees hired on the same date subsequent to January 1,

1979, preference shall be given in alphabetical order of the employee's last name.

SECTION 4. In cases of vacation schedules, provisional promotions and other situations where there may be substantial employee advantages and disadvantages, which are not covered by Civil Service Regulations, the employee with the greatest amount of seniority, as defined in Section 1 of this Article, shall be given preference, provided he/she has the ability to perform the work involved.

SECTION 5. An employee who refuses a job promotion shall not later exercise his/her seniority over a junior employee in promotional position. An employee who refuses promotion must sign a statement to that effect to be placed in his/her personal folder.

ARTICLE XVIII

HOLIDAYS

SECTION 1. The following days are recognized paid holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day, and day after
Christmas Day

SECTION 2. Holidays which fall on Saturday shall be celebrated on the preceeding Friday. Holidays which fall on Sunday, shall be celebrated on the following Monday. If a holiday falls within a period during which an employee is on Annual Vacation Leave, he/she shall not be charged for Annual Vacation Leave taken for that day.

SECTION 3. Employees must either work or be on approved leave the last working day before, and the first working day after the holiday, to be eligible for holiday pay. All reported illnesses, shall be substantiated by a Doctor's certificate, to receive pay for the holiday.

SECTION 4. No holiday shall be granted other than those listed in Section 1 above, except such other holidays as are officially declared by the President of the United States; the Governor of the State of New Jersey, and the Mayor of the City of Camden.

ARTICLE XIX

LONGEVITY

SECTION 1. Longevity payments will be made to the employees covered by this contract in accordance with the schedule outlined below. Said payments will be made the first week in December, in a separate check issued to eligible employees:

5 Years till 10 Years service	-	3% of annual pay
10 Years till 15 Years service	-	4% of annual pay
15 Years and over	-	5% of annual pay

Employees must also have a minimum of five (5) years of continuous full time service in the year longevity is to be paid.

SECTION 2. Any employee retiring during the course of the year shall be entitled to longevity to be paid on a pro-rated basis.

ARTICLE XX

VACATIONS

SECTION 1. Employees in the service of the Authority shall be entitled to the following Annual Vacation:

1 Year till 5 Years service	-	12 Days
6 Years till 10 Years service	-	15 Days
10 Years till 15 Years service	-	18 Days
15 Years till 20 Years service	-	20 Days
20 Years and over	-	25 Days

SECTION 2. Requests for Advance Annual Vacation Leave payments must be submitted to the Payroll Department seven (7) days prior to the payment is desired.

SECTION 3. Preliminary requests for scheduling of Annual Leave time shall be submitted to the employee's immediate supervisor by April 15, for purposes of scheduling Authority's work loads. Formal requests for leave shall not be required to be submitted until two weeks prior to such leave taken, provided, such period of time has not been previously disallowed. Failure to submit a vacation request by April 15, will result in the loss of seniority preference for selection of vacation only.

Determination of allowable leave periods in accordance with contract provisions shall be finalized by May 15. In accordance with Article XVI, Section 4, Seniority will be the determining factor in resolving disputes.

SECTION 4. Request for annual vacation leave of five days or more shall be submitted two weeks in advance.

Request for annual vacation leave of four days or less, shall be at the discretion of the immediate supervisor.

ARTICLE XXI

MEMBERSHIP PACKETS

SECTION 1. The Employer will allow membership packets furnished by the Union to be placed in a suitable area, so they may be obtained by new employees.

ARTICLE XXII

PRINTING OF THE AGREEMENT

SECTION 1. The contract will be printed by the Union for all employees, in a pocket edition. The cost of such printing shall be divided equally between the Employer and the Union. The contract will be union-printed, and contain the Union insignia.

SECTION 2. Upon completion of the printing of the signed Agreement, the Union shall furnish no less than fifty (50) copies of the printed Agreement to the Board of Commissioners of the Authority.

ARTICLE XXIII
STRIKES AND LOCKOUTS

SECTION 1. In addition to any other restriction under the law, the Union will not cause strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with, or stoppage of the Employer's work. The Employer shall not cause any lockout.

SECTION 2. If either of the parties or if any person violates this Section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action of such damages may be recovered by appropriate action instituted in the County Court of Camden County, or the Superior Court of New Jersey.

ARTICLE XXIV
SAFETY AND HEALTH

SECTION 1. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary, in order to insure safety and health.

SECTION 2. The Employer and the Union shall designate a Safety Committee Member. It shall be a joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general, and to make recommendations to either or both parties, when appropriate. The Safety Committee Member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities, where employees covered by this Agreement perform their duties, for this purpose of investigating safety and health conditions, during working hours, with no loss in pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Director of Operations, or his designee.

ARTICLE XXV
EQUAL TREATMENT

- SECTION 1. The Employer and the Union agree that there shall be no discrimination, or favoritism for reasons of sex, age, nationality, religion, race, marital status, political affiliation, union membership or union activities.
- SECTION 2. All reference to "employee" in this Agreement shall refer to both sexes; and whenever the male pronoun is used, it shall include male and female employees.

ARTICLE XXVI
GRIEVANCE PROCEDURE

- SECTION 1. A grievance shall be any difference of opinion, controversy, harassment or dispute arising between the parties thereto, involving interpretation or application of the provisions of this Agreement.
- SECTION 2. The Union will notify the Employer in writing, of the names of its grievance committee, not to exceed five (5) in number, who are designated by the Union to represent employees, under the grievance procedure. The grievance committee members shall be empowered to investigate and present grievances during working hours, without loss of pay, for periods not in excess of one (1) hour per day.
- SECTION 3. Any grievance or dispute, that might arise between parties with reference to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:
- Step 1. An aggrieved employee or the union steward, at the request of the employee, shall take up the grievance or dispute with the Area Housing Manager within ten (10) working days of its occurrence. Failure to act within the said ten (10) days period shall be deemed to constitute an abandonment of the grievance. If a grievance is presented, the Area Housing Manager shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.

Step 2. If the grievance has not been settled, it shall be presented by the Union Steward or grievance committee, or employee, to the Director of Operations, in writing, within five (5) days after response from the Area Housing Manager is due. The Director of Operations shall meet with the Union Steward, Union Grievance Committee or employee and respond in writing, to the employee, or grievance committee, within five (5) working days.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Grievance Committee, Council Representative or employee, to the Executive Director, in writing, within five (5) days after the response from the Director of Operations is due. The Executive Director shall meet with the Union Steward, Union Grievance Committee or employee, and respond in writing, to the employee, or Grievance Committee, within five (5) working days.

Step 4. If the grievance remains unsettled, the representatives, within fifteen (15) working days after the reply of the Executive Director is due, may proceed to arbitration. A request for arbitration shall be made no later than said fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and the Board shall mutually agree upon a longer time period, within which to adjust such a demand.

SECTION 4. With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union, within seven (7) working days after the notice has been given. If the parties fail to agree upon an arbitrator, the Public Employment Relations Commission shall be requested by either or both parties, to provide a panel of five (5) arbitrators. Both the Employer and the Union shall strike two (2) names from the panel. The Union shall strike the first name, etc., and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by this agreement only, and his decision shall be final and binding on the parties, and arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

SECTION 5. Expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing, it pays for the record, and makes copies available without charge, to the other party and to the arbitrator.

SECTION 6. The Employer and the union agree in conjunction with the grievance procedure each will be given reasonable consideration to request of the other party for meetings on grievances pending at any step of the grievance procedure.

ARTICLE XXVII
GENERAL PROVISIONS

SECTION 1. Bulletin boards will be made available by the Employer at each of the permanent work locations, for the use of the Union for the purpose of posting union announcements and other information of a non-controversial nature.

SECTION 2. Any provision of this Agreement found to be in violation of any future governmental legislation shall be subject to renegotiation by the parties involved, insuring such are not in contradiction to aforementioned legislation. Only provisions in dispute shall be affected; all other agreements shall remain in effect, and this Agreement shall be opened for immediate renegotiation.

SECTION 3. Upon signing of this Agreement, it is agreed that there is herewith created a committee composed of two members from management and two members of the Union. The purpose of this committee shall be to discuss employee relations problems of a general nature, in order that understanding and problem solution, where possible may occur. These meetings are not intended to bypass the grievance procedure, or to be considered collective negotiation meetings but, are intended as a means of fostering good employee/employer relations through communications between the parties.

SECTION 4. Agents of the Union, who are not employees of the Employer, will be permitted to visit with the employees during working hours at their work stations, for the purpose of discussing Union representation matters, so long as management is notified in advance

and so long as such right is reasonably exercised, and there is no undue interference with work progress. (Such representatives shall also be recognized by the Employer as authorized spokesmen for the Union in matters between the parties regarding employees representation matters).

SECTION 5. The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved and implied by the Employer.

SECTION 6. The Employer shall give written notification to Council 71, and the President of Local 2305-A, when an employee is being suspended, fined, demoted or terminated from employment; such notice shall include extent and reason for disciplinary action, and shall be given within seventy-two (72) hours after such suspension, fine, demotion or termination occur.

- a) Employees shall be entitled to Union representation to all Hearings and will not be denied same.
- b) Unless allowed by Civil Service Regulations, no demotion shall be made for disciplinary reasons.

SECTION 7. Employees will not be required to participate in the eviction of the tenants.

SECTION 8. The Employer shall, with the existence of a Central Maintenance Crew, upgrade or maintain therein said employees at the title of Maintenance Repairer.

SECTION 9. All terms of contract are retroactive to January 1, 1983.

SECTION 10. An employee shall within fifteen (15) days of a written request to management, have the opportunity to review his personnel folder in the presence of an appropriate official of the department or agency. He shall be allowed to attach to such file, a response of a reasonable length, to anything contained therein, which is deemed adverse.

SECTION 11. New employees shall be entitled to all rights and privileges of other employees in accordance with probationary period. The Employer shall adhere to permanency rules and notification in compliance with Civil Service provisions.

SECTION 12. Time off for the purpose of conducting union business, which cannot be conducted during non-working hours, shall be granted, without loss of pay, to the President, Vice President or Board Member of AFSCME Local 2305-A. This time shall not exceed a duration of one hour, and shall be subject to the constraints of the local work schedule and must be approved by the Executive Director, or his designee, prior to being taken.

SECTION 13. All employees covered by this Agreement who have not had a physical examination since December 31, 1982, shall be required to have a physical examination, at the Employers expense, within three (3) months of the signing of the Agreement by the Union and the Employer.

SECTION 14. The Employer may establish reasonable rules of work and conduct for employees. Five (5) working days prior to the implementation of any new or modified rules of work and conduct for employees to be established by the Employer, the Employer agrees to have such new or modified rules delivered to the Union.

ARTICLE XXVIII DIFFERENTIAL PAY

SECTION 1. Employees assigned to the second shift (between 3 P.M. and Mid-night), will be compensated at an additional rate of ten (10) percent times the hourly rate, provided such employee's regular work day schedule is seven or more hours.

SECTION 2. Employees assigned to the third shift (between 11 P.M. and 8 A.M.) shall be compensated at an additional rate of ten (10) percent shift differential, provided, such employee's work day schedule is seven or more hours.

ARTICLE XXIX CREDIT UNION

SECTION 1. The Employer agrees to deduct amounts of money from the pay of those employees who individually request, in writing, that such deductions be made.

ARTICLE XXX
DISCIPLINE PROCEDURE

- SECTION 1. The terms of this Article shall apply to all permanent employees, including provisional employees with any permanent status, covered under the terms of this Agreement.
- SECTION 2. Discipline of an employee shall be imposed only for good and just cause according to Law. Discipline under this Article is defined as oral warning, written warning, suspension without pay, reduction in grade, dismissal from employment.
- SECTION 3. Just cause for discipline, up to and including dismissal from service, as set forth in NJAC 4:1-16-9.
- SECTION 4. Housing Authority and/or its designee, imposes discipline pursuant to Section 3, written notice of said discipline shall be given to the employee, notice shall contain a reasonable specification of the nature of the charge. A general description of the alleged acts and/or conduct upon which the charge is based, and the nature of the discipline.
- SECTION 5. The name of any employee who is notified of suspension, or dismissal pursuant to Section 4, shall be transmitted to the Union immediately but, not later than forty-eight (48) hours after such notice.
- SECTION 6. The Union Representative, eg. Shop Steward, representing the involved employee, may undertake informal discussion with the appropriate level of Management prior to hearing.

ARTICLE XXXI
TERM OF AGREEMENT

- SECTION 1. This Agreement shall be effective as of the first day of January, 1983, and shall remain in full force and effect until the 31st day of December, 1985. It shall be automatically renewed, from year to year thereafter, unless either party shall notify the other, in writing, sixty (60) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than

thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations, and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following Paragraph.

SECTION 2. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding Paragraph.

FOR THE UNION

FOR HOUSING AUTHORITY OF THE CITY
OF CAMDEN

Emanuel Murray Council #1

Mary L. Glover
Pres. Local 2305-A

August 17, 1984

Emanuel B. Davis

Chairman

Joseph A. Kerk
Secretary-Treasurer

August 16, 1984

APPENDIX "B"

RIGHT TO REOPEN NEGOTIATION

The Employer has the right to reopen negotiation with respect to the scheduled work week for maintenance employees, prior to the expiration date of the Agreement.